



AMILIA
SmartRec

AMILIA SOFTWARE LICENSE AGREEMENT

SmartRec Platform

Prepared for:

City of Redmond



This Software License Agreement (the “Agreement”) is entered into by and between:

City of Redmond, a company/corporation/other (as applicable incorporated under the laws of Washington having its registered office at: 15670 Northeast 85th Street Redmond 98052 United States represented herein by: Angela Birney, Mayor ("Customer" or "you")	AMILIA TECHNOLOGIES USA, INC. , a company incorporated under the laws of Delaware having its registered office at 1209 Orange Street, City of Wilmington, County of New Castle, 19801 and its principal place of business at 1751 Richardson Street, Suite 3.105, City of Montreal, Province of Quebec, Canada, represented herein by William Owens, Enterprise Account Executive ; ("Amilia")
(Collectively, the "Parties")	

The Parties agree to the following terms and conditions:

A. Initial Term

Initial Term: 24 months (can be renewed for the same period of time).

Commencement Date: March 1, 2023 **Expiration Date:** March 1, 2025

B. License Fees

Software fees: \$799/month to be invoiced monthly.

Essential Plan Enterprise Plan Parks & Rec Plan

Service fees: 1% of Customer's transaction revenues processed through the SmartRec Platform to be invoiced monthly.

(Software fees and Service fees are referred to as "License Fees")

Estimated annual Customer's revenues: \$2500000/Year

C. Payment processing Fees

Credit cards (Visa, Mastercard, Discover): 2.75% + \$0.30 per transaction to be invoiced monthly. Refunds are \$0.30 per transaction.

eCheck (ACH): 1% + \$0.50 per transaction to be invoiced monthly.

Additional fees passed through directly from credit card companies may be applied, including but not limited to, credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds.

D. Other Fees

\$12,000 for professional services

\$425/unit + shipping per payment terminals

Professional services, such as consulting and training services, are performed on a fixed price basis and will be invoiced according to the payment schedule established in a statement of work to be issued by Amilia.

Professional services, such as data migration or integrations, are rendered on a time and material basis and will be invoiced based on the rates established in the table below:

Volume of data & Complexity	Under 1,000 lines	1,000-5,000 lines	5,000-10,000 lines	10,000+ lines
Simple – Clients Only (Adult Account Owners Only) (Names, Addresses, Phones, Email, DOB, Admin notes, Balance)	\$500	\$1000	\$1500	\$2500
Medium – Families (Multiple people within the same account) (Names, Addresses, Phones, Email, DOB, Admin notes, Balance)	\$1000	\$1500	\$2500	Custom Quote
Complex – Clients with purchases (Memberships, Activities, Multipasses, Skills) One purchased item per person	\$2000	\$3000	Custom Quote	Custom Quote
Complex – Clients with multiple purchases (Memberships, Activities, Multipasses, Skills) Multiple purchased items per person	Custom Quote Starting at \$3000			

E. Notice and Communication

Any notice or other communication given under the terms of this Agreement shall be in writing and may be delivered personally, by courier, or by prepaid registered mail, addressed as follows, until changed by notice given in accordance herewith:

if to Amilia: at 1751 Richardson Street, Suite 3.105, Montreal, Quebec, Canada

if to Customer: at the address above.

Any such notice or other communication shall be effective when actually received and, if received after normal business hours, shall be effective the next business day after receipt.

The foregoing shall also apply, as applicable, as regards to any payment made to Amilia under the terms of the Agreement.

F. Legal Conditions

D. Other Fees

This Agreement incorporates all the terms and conditions specified in Appendix A – Redmond Final.pdf.

In the event of a conflict between any provisions in the Appendix A and any other provision in the Agreement or any other appendix or exhibit to the Agreement, the terms provided in the Appendix A shall govern.

AMILIA TECHNOLOGIES USA, INC. By:	City of Redmond By:
Name: William Owens	Name: Angela Birney
Title: Enterprise Account Executive	Title: Mayor
Date: Jul 5, 2022	Date: